

ADRIENNE C. PUBLICOVER (SBN 161432)  
MICHAEL K. BRISBIN (SBN 169495)  
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Attorneys for Plaintiff  
**PRINCIPAL LIFE INSURANCE COMPANY**

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA – OAKLAND DIVISION

PRINCIPAL LIFE INSURANCE  
COMPANY,

Plaintiff,

v.

VINA CUESTA STATUA, INOCENCIO S.  
AMBE, CORAZON AMBE CABALES,  
ESTELA D. REED, and DOES 1-10,

Defendants.

Case No. C07-04915 (CW)

**DECLARATION OF MICHAEL BRISBIN  
IN SUPPORT OF PLAINTIFF PRINCIPAL  
LIFE INSURANCE COMPANY’S  
REQUEST TO ENTER THE DEFAULT OF  
DEFENDANT INOCENCIO AMBE**

[F.R.C.P. 55(a)]

**TO THE CLERK OF THE UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF CALIFORNIA – OAKLAND DIVISION:**

**DECLARATION OF MICHAEL K. BRISBIN**

I, Michael Brisbin, state and declare, under penalty of perjury under the laws of the State of California, as follows:

1. I am an attorney at the law firm of WILSON, ELSE, MOSKOWITZ, EDELMA& DICKER LLP, attorneys of record for plaintiff PRINCIPAL LIFE INSURANCE COMPANY (“PRINCIPAL LIFE”). I am licensed to practice in all of the Courts in the State of California and was admitted to practice before this Court on November 16, 2001.

///

Declaration of M. Brisbin in Support of Plaintiff Principal Life’s Request to Enter the Default of Defendant Inocencio Ambe  
Case No.: C07-04915 (CW)

2. I am fully competent to make this declaration and I have personal knowledge of the facts stated herein and if called to testify could and would testify to the following facts.

3. On September 21, 2007 Plaintiff PRINCIPAL LIFE filed its Complaint in Interpleader and for Declaratory Relief against Defendants VINA CUESTA STATUA, INOCENCIO S. AMBE, CORZAON AMBE CABALES, ESTELA D. REED, and DOES 1-10. A true and correct copy of the Complaint is attached hereto as **Exhibit A**.

4. All other required Court documents were also filed on September 21, 2007.

5. On October 4, 2007, I, as counsel for PRINCIPAL LIFE, caused to be served upon each Defendant, either individually or through their attorneys, the Complaint, Notice of Lawsuit, Waiver of Service of Summons, Notice of Assignment, Summons, Notice of Deposit, Notice of Interested Parties, Clerk's receipt for interpled monies, and all other Court issued documents. The filed Proof of Service revealing service by U.S. postal mail on October 4, 2007, is attached hereto as **Exhibit B**.

6. After serving the documents listed in paragraph 4 on Defendant AMBE, through his then potential counsel, Marc Cardinal, none of the documents were returned due to a wrong address, documents undeliverable, moved, does not reside here, or for any other reason. Also, AMBE never returned the Waiver of Service of Summons.

7. I received a telephone call from Marc Cardinal, in early December 2007, stating he would not be representing AMBE. At that time Mr. Cardinal requested service be directed to Defendant AMBE in the Philippines.

8. After hearing from Mr. Cardinal about his representation of Defendant AMBE, and having not received a returned waiver of service of summons from AMBE, I, as counsel for PRINCIPAL LIFE caused Defendant AMBE to be served, via Federal Express, with the documents previously sent.

1           9.     I, as counsel for PRINCIPAL LIFE, caused service to be completed on Defendant  
2     AMBE, by Federal Express, on December 22, 2007. Said service, in accordance with FRCP 4  
3     (f), was accomplished by using any form of mail that the clerk addresses and sends to the  
4     individual and that requires a signed receipt. To the best of my knowledge this form of service is  
5     not prohibited by Philippine law. PRINCIPAL LIFE filed the Proof of Service with the Court  
6     on January 31, 2008; confirming service of Defendant AMBE by Federal Express. A true and  
7     correct copy of the Proof of Service is attached hereto as **Exhibit C**.

9           10.    Under FRCP 12 (a)(1)(A)(i) Defendant AMBE had only 20 days from service on  
10    December 22, 2007 to file a responsive pleading because Defendant AMBE failed to return the  
11    Waiver of Service of Summons.

12           11.    Defendant AMBE failed to file any responsive pleading or any other document by  
13    the January 11, 2008 deadline, signaling his intent to make an appearance at any time during this  
14    litigation.

16           12.    As of March 17, 2008 Defendant AMBE still has failed to file a responsive  
17    pleading, seek an extension, request a dismissal, or make an appearance with the Court, despite  
18    additional time for doing so.

19           13.    Thus, Defendant AMBE has failed to plead or otherwise respond to Plaintiff  
20    PRINCIPAL LIFE'S Complaint filed on September 21, 2007.

22           14.    The applicable time limit for Defendant AMBE to file a responsive pleading has  
23    expired.

24           15.    Defendant AMBE is not an infant, as his date of birth is December 28, 1948, he is  
25    not incompetent, and not in the military service. Attached hereto as **Exhibit D** is a true and  
26    correct copy of the beneficiary statement completed by Defendant AMBE.

27    ///

28    ///

Declaration of M. Brisbin in Support of Plaintiff Principal Life's Request to Enter the  
Default of Defendant Inocencio Ambe  
Case No.: C07-04915 (CW)

Date: March 17, 2008

WILSON, ELSER, MOSKOWITZ, EDELMAN &  
DICKER LLP

By: 

Adrienne C. Publicover

Michael K. Brisbin

Attorneys for Plaintiff

**PRINCIPAL LIFE INSURANCE COMPANY**

## **EXHIBIT A**

ORIGINAL  
FILED  
07 SEP 21 PM 2:52  
U.S. DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

ADRIENNE C. PUBLICOVER (SBN 161432)  
MICHAEL K. BRISBIN (SBN 169495)  
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Attorneys for Plaintiff  
**PRINCIPAL LIFE INSURANCE COMPANY**

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

JCS

PRINCIPAL LIFE INSURANCE  
COMPANY,

Plaintiff,

v.

VINA CUESTA STATUA, INOCENCIO S.  
AMBE, CORAZON AMBE CABALES,  
ESTELA D. REED, and DOES 1-10,

Defendants.

Case No. 07-4915  
PLAINTIFF PRINCIPAL LIFE  
INSURANCE COMPANY'S COMPLAINT  
IN INTERPLEADER FOR  
DECLARATORY RELIEF

Plaintiff, PRINCIPAL LIFE INSURANCE COMPANY (hereinafter referred to as  
"PRINCIPAL LIFE"), by its attorneys, the law firm of WILSON, ELSE, MOSKOWITZ,  
EDELMA& DICKER, LLP, hereby submits its Complaint in Interpleader and Declaratory  
Relief as follows:

**JURISDICTION AND VENUE**

1. This Interpleader action is brought pursuant to the Federal Interpleader Statute,  
U.S.C.A. Sections 1335, 1397 and 2361. U.S.C.A. Section 1335 requires subject matter  
jurisdiction which is satisfied if the stake at issue is worth \$500 or more, and if the citizenship of  
only one of the claimants is diverse from that of any other claimant (not including the

Plaintiff Principal Life Insurance Company's Complaint for Interpleader for Declaratory  
Relief

USDC NDCA Case No:

294011.1

1 stakeholder). For the reasons set forth below these requirements are satisfied and the Federal  
2 Interpleader Statute is properly invoked.

3 2. The Federal Interpleader Statute requires subject matter jurisdiction through either  
4 federal question or diversity. Here, diversity jurisdiction exists pursuant to 28 U.S.C.A. 1335.

5 3. Plaintiff PRINCIPAL LIFE is a citizen of Iowa as a corporation duly organized  
6 and existing under the laws of the State of Iowa with its principal place of business located in  
7 Des Moines, Iowa. At all times relevant herein, PRINCIPAL LIFE is and was authorized to  
8 conduct business throughout the State of California as a life insurer and conducts business in the  
9 Northern District of California.

10 4. PRINCIPAL LIFE is informed and believes that Defendant VINA CUESTA  
11 STATUA is the daughter of decedent Natividad A. Cuesta and a resident and citizen of  
12 California.

13 5. PRINCIPAL LIFE is informed and believes that Defendant INOCENCIO S.  
14 AMBE is the brother of decedent Natividad A. Cuesta and a resident and citizen of the  
15 Philippines.

16 6. PRINCIPAL LIFE is informed and believes that Defendant CORAZON AMBE  
17 CABALES is the cousin of decedent Natividad A. Cuesta and a resident and citizen of  
18 California.

19 7. PRINCIPAL LIFE is informed and believes that Defendant ESTELA D. REED is  
20 a cousin of decedent Natividad A. Cuesta and is a resident and citizen of California.

21 8. PRINCIPAL LIFE is informed and believes the amount in controversy exceeds  
22 \$500.00, as the life insurance policy at issue has an uncontested face value of \$50,000.00, and a  
23 net death benefit totaling \$57,433.54 which is due and owing by reason of the death of the  
24 insured, Natividad A. Cuesta. Thus, there is subject matter jurisdiction pursuant to U.S.C.A.  
25 Section 1335.

26 9. PRINCIPAL LIFE is informed and believes that according to 28 U.S.C.A. 1397  
27 venue is proper in any judicial district in which one of the claimants resides. Therefore, the  
28 United States District Court, Northern District is a proper venue because two of the claimants



(ESTELA REED and CORAZON CABALES) reside in Alameda and San Leandro, California, respectively.

10. PRINCIPAL LIFE is informed and believes that pursuant to 28 U.S.C.A Section 2361 provides for substantially expanded personal jurisdiction over the claimants. Thus, the claimants will subject to the District Court's jurisdiction once service is completed.

11. PRINCIPAL LIFE is ignorant of the true names and capacities of the Defendants, sued herein as Does 1-10, and for those reasons, sue those Defendants by fictitious names. PRINCIPAL LIFE is informed and believes, and thereon alleges, that each of the fictitiously named Defendants claims some right, title or interest in or to the proceeds of the life insurance policy which is the subject of this complaint. When PRINCIPAL LIFE ascertains the true names and capacities of the fictitiously named Defendants, it will amend this Complaint by inserting the same herein.

#### **FIRST CLAIM FOR RELIEF**

#### **INTERPLEADER**

12. PRINCIPAL LIFE re-alleges and incorporates by reference paragraphs 1 through 11 above as though fully set forth herein.

13. PRINCIPAL LIFE is informed and believes, and on that basis alleges, that Natividad A. Cuesta ("insured", "decedent" or "Cuesta") was originally insured under an adjustable life insurance policy, number 4346789, issued on December 17, 1993 for \$50,000.00 underwritten by PRINCIPAL LIFE INSURANCE COMPANY ("PRINCIPAL LIFE").

14. PRINCIPAL LIFE is informed and believes, and on that basis alleges, the application reads that her original beneficiaries were her daughter Jocelyn Ambe Cuesta, and brother, INOCENCIO S. AMBE, each to equally share the policy benefits.

15. PRINCIPAL LIFE is informed and believes, and on that basis alleges, that on September 10, 1997, decedent Cuesta changed her beneficiary designation to the following: Jocelyn A. Cuesta - Siu, daughter; INOCENCIO AMBE, brother; Vina A. Shrigley, daughter; all to share the life insurance benefit equally. She also named her grand daughter, Deneka Taylor-Siu, as a contingent beneficiary.



1           16.     PRINCPAL LIFE is informed and believes, and on that basis alleges that on July  
2     1, 1999, decedent Cuesta submitted a further change of beneficiary benefit instructions, changing  
3     her beneficiaries to the following: VINA AMBE CUESTA, daughter 50%; Jocelyn C. Siu,  
4     daughter 25% and Deneka C. Siu, granddaughter 25%.

5           17.     PRINCIPAL LIFE is informed and believes, and on that basis alleges the  
6     beneficiary designation remained as set forth in paragraph 16 until December 20, 2006 when  
7     decedent Cuesta change the beneficiaries to the following designations: VINA CUESTA  
8     STATUA, daughter, 94%; INOCENCIO AMBE, brother, 3%; and CORAZON CABALES,  
9     cousin, 3%.

10          18.     PRINCIPAL LIFE is informed and believes, and on that basis alleges that on  
11     April 2, 2007 decedent Cuesta allegedly executed a change of beneficiary form again changing  
12     the designations set forth in paragraph 17 to ESTELA D. REED, cousin, 100%.

13          19.     PRINCIPAL LIFE is informed and believes, and on that basis alleges that on  
14     April 8, 2007, decedent Cuesta died from cancer.

15          20.     PRINCIPAL LIFE is informed and believes, and on that basis alleges, that  
16     decedent Cuesta was insured under life insurance policy number 4346789 when she died on  
17     April 8, 2007.

18          21.     PRINCIPAL LIFE is informed and believes, and on that basis alleges, it did not  
19     receive a copy of the change in beneficiary form dated April 2, 2007, until May 3, 2007. Said  
20     form was sent to PRINCIPAL LIFE by Senior Agent Eddie M. Biala after he tried to clarify the  
21     designations with decedent Cuesta before her death. Mr. Biala's attempted clarification  
22     emanated from his prior conversation with decedent Cuesta who at the time stated she wanted  
23     her cousin, Estela Reed, and her daughter, Vina Cuesta Statua, to share the life insurance  
24     proceeds.

25          22.     PRINCIPAL LIFE is informed and believes, and on that basis alleges, on May 3,  
26     2007, it received a claim for the life insurance proceeds at issue from Defendant VINA CUESTA  
27     STATUA.

28          23.     PRINCIPAL LIFE is informed and believes, and on that basis alleges, on May 3,

1 2007, it received a claim for the life insurance proceeds at issue from Defendant CORAZON  
2 CABALES.

3 24. PRINCIPAL LIFE is informed and believes, and on that basis alleges, on May 5,  
4 2007 it received a letter from Kenneth E. Mitchell of Mitchell, Courts & Levin LLP, counsel for  
5 ESTELA D. REED. The letter stated Defendant REED was submitting a beneficiary's  
6 statement, a copy of the certified death certificate, and a copy of the beneficiary change form  
7 executed on April 2, 2007.

8 25. PRINCIPAL LIFE is informed and believes, and on that basis alleges, on May 5,  
9 2007, it received a claim for the life insurance proceeds at issue from Defendant ESTELA  
10 REED.

11 26. PRINCIPAL LIFE is informed and believes and on that basis alleges that, on or  
12 after May 5, 2007, Defendant VINA CUESTA STATUA alleged the beneficiary change dated  
13 April 2, 2007 was not valid. This contention placed PRINCIPAL LIFE on notice that a serious  
14 dispute existed between at least two parties regarding the disbursement of the life insurance  
15 proceeds.

16 27. On May 11, 2007, PRINCIPAL LIFE sent to counsel for Defendant REED and  
17 counsel for Defendant VINA CUESTA STATUA a letter discussing the competing claims and  
18 indicating that if the parties could not settle the dispute surrounding the distribution of the life  
19 insurance proceeds from Policy No. 4346789, PRINCIPAL LIFE would move forward with an  
20 Interpleader action and seek to recover its costs associated with said action.

21 28. PRINCIPAL LIFE is informed and believes, and on that basis alleges, on May 29,  
22 2007, it received a claim for the life insurance proceeds at issue from Defendant INOCENCIO S.  
23 AMBE.

24 29. On June 11, 2007 PRINCIPAL LIFE sent to Defendant INOCENCIO AMBE  
25 correspondence regarding his claim for the life insurance proceeds indicating they were still  
26 awaiting information from other parties before distributing the monies.

27 30. PRINCIPAL LIFE is informed and believes and on that basis alleges, the  
28 Defendants have never communicated resolution of the issue surrounding the distribution of life

1 insurance proceeds from policy number 4346789.

2 31. By reason of the decedent's death, the life insurance proceeds under PRINCIPAL  
3 LIFE insurance policy number 4346789 are due and owing. At the time of the insured's death,  
4 the face amount was Fifty Thousand dollars and no cents (\$50,000.00) and the net benefit due is  
5 Fifty Seven Thousand Four Hundred Thirty three dollars and Fifty four cents (\$57,433.54).

6 32. PRINCIPAL LIFE at all times mentioned in this Complaint has been, and is  
7 ready, willing, and able, to pay the life insurance proceeds under policy number 4346789 to the  
8 person or persons legally entitled thereto. However, PRINCIPAL LIFE is informed and  
9 believes, and on that basis alleges, that there are actual and/or potential conflicting claims  
10 relating to the life insurance proceeds.

11 33. PRINCIPAL LIFE is informed and believes, and on that basis alleges, that  
12 Defendants and each of them, are persons known to PRINCIPAL LIFE to be, or who may be,  
13 asserting some right, title, or interest in or to all of a portion of the proceeds of the life insurance  
14 policy which is the subject of this Complaint, and that there may be conflicting potential  
15 demands upon PRINCIPAL LIFE, specifically:

16 a. PRINCIPAL LIFE is informed and believes, and on that basis alleges that  
17 Defendant VINA CUESTA STATUA, as the daughter of decedent Cuesta, is  
18 claiming entitlement to the proceeds of the life insurance policy, number  
19 4346789, as a named primary beneficiary before the alleged beneficiary change  
20 on April 2, 2007 to Defendant ESTELA D. REED, 100%, and had been a named  
21 primary beneficiary as far back as 1999.

22 b. PRINCIPAL LIFE is informed and believes, and on that basis alleges that  
23 Defendant CORAZON AMBE CABALES, as the cousin of decedent Cuesta, is  
24 claiming entitlement to the proceeds of the life insurance policy, number  
25 4346789, as a named primary beneficiary before the alleged beneficiary change  
26 on April 2, 2007 to Defendant ESTELA D. REED, 100%, and had been a named  
27 primary beneficiary since December 2006.

1 c. PRINCIPAL LIFE is informed and believes, and on that basis alleges that  
2 Defendant INOCENCIO S. AMBE, as the brother of decedent Cuesta, is claiming  
3 entitlement to the proceeds of the life insurance policy, number 4346789, as a  
4 named primary beneficiary before the alleged beneficiary change on April 2, 2007  
5 to Defendant ESTELA D. REED, 100%, and had been named a primary  
6 beneficiary since 1993.

7 d. PRINCIPAL LIFE is informed and believes, and on that basis alleges that  
8 Defendant ESTELA D. REED, cousin to decedent Cuesta, is claiming entitlement  
9 to the proceeds of the life insurance policy, number 4346789, as the new primary  
10 beneficiary which change occurred 6 days before decedent Cuesta died from  
11 cancer.

12 34. By reason of the actual and potential conflicting claims to the life insurance  
13 proceeds, PRINCIPAL LIFE does not know and cannot determine the person or persons legally  
14 entitled to payment.

15 35. PRINCIPAL LIFE is unable to determine with certainty the validity of the  
16 conflicting demands that are or may be made by Defendants herein as described above, and  
17 cannot determine whom to pay in light of the actual and potential competing claims of the  
18 decedent's alleged change in beneficiary on April 2, 2007, prior beneficiary change in December  
19 2006, the claim of decedent's daughter, her brother, or her cousins. Additionally, PRINCIPAL  
20 LIFE may be exposed to multiple claims or liability should it make payment of any, or all, of the  
21 balance of the benefits to an individual not entitled to the benefits.

22 36. PRINCIPAL LIFE claims no interest in the balance of the life insurance proceeds,  
23 or any part thereof, other than as a mere stakeholder of those proceeds, and as a result of the  
24 actual and potential conflicting, but apparently potentially valid claims of the Defendants, is  
25 indifferent as to which Defendant should receive the death benefit proceeds. Accordingly,  
26 PRINCIPAL LIFE files this Complaint in good faith and without collusion with any of the  
27 parties hereto to resolve all disputes over the life insurance proceeds.

28 ///

1           37. Concurrent with the filing of this Complaint PRINCIPAL LIFE has deposited  
2 with the Clerk of this Court there to remain until the outcome of this action a check totaling Fifty  
3 Seven Thousand Four Hundred Thirty three dollars and Fifty four cents (\$57,433.54), which  
4 represents the net benefit due under life insurance policy number 4346789, and interest since the  
5 date of Natividad Cuesta.

6           38. PRINCIPAL LIFE has retained the services of attorneys in California for the  
7 purpose of protecting its interests arising out of the Defendants' actual and/or potential  
8 conflicting claims, and PRINCIPAL LIFE will be called upon to pay those attorneys for those  
9 services that they render in that regard. PRINCIPAL LIFE also will be compelled to incur costs  
10 and disbursements in the prosecution of this action. Those attorney's fees, costs and  
11 disbursements are and should be a legal charge upon the proceeds of life insurance policy,  
12 number 4346789 and should be repaid to PRINCIPAL LIFE out of the funds that it has  
13 concurrently deposited with the Clerk of this Court.

14           39. All named and fictitiously named Defendants have potential claims to the life  
15 insurance proceeds from policy 4346789.

16           40. PRINCIPAL LIFE cannot determine, without hazard to itself, which Defendants'  
17 claim or claims or potential claim or claims are or may be valid. Defendants should be required  
18 to assert their respective claims to the life insurance policy proceeds from number 4346789 and  
19 litigate these claims among themselves.

20           41. PRINCIPAL LIFE has no other means of protecting itself from the vexation of  
21 duplicative claims and therefore is entitled to interplead the life insurance proceeds into this  
22 Court, to obtain judgment releasing PRINCIPAL LIFE from further participation in this matter,  
23 and for its fees and costs in interpleading the funds.

24           42. PRINCIPAL LIFE is entitled to a permanent injunction against all Defendants  
25 enjoining them from instituting or prosecuting any proceeding in any State or United States  
26 Court against PRINCIPAL LIFE, arising from life insurance policy number 4346789 or the  
27 benefits payable there under, and requiring the Defendants to make any claim they might have  
28 with regard thereto in this action.

**SECOND CLAIM FOR RELIEF**

**DECLARATORY RELIEF**

43. PRINCIPAL LIFE re-alleges and incorporates by reference paragraphs 1 through 42 above as though fully set forth herein.

44. Actual and potential controversies have arisen and now exist between Defendants and PRINCIPAL LIFE concerning monies payable under life insurance policy number 4346789, specifically as follows:

a. PRINCIPAL LIFE is informed and believes, and on that basis alleges that Defendant VINA CUESTA STATUA, as the daughter of decedent Cuesta, is claiming entitlement to the proceeds of the life insurance policy, number 4346789, as a named primary beneficiary before the alleged beneficiary change on April 2, 2007 to Defendant ESTELA D. REED, 100%, and had been a named primary beneficiary as far back as 1999.

b. PRINCIPAL LIFE is informed and believes, and on that basis alleges that Defendant CORAZON AMBE CABALES, as the cousin of decedent Cuesta, is claiming entitlement to the proceeds of the life insurance policy, number 4346789, as a named primary beneficiary before the alleged beneficiary change on April 2, 2007 to Defendant ESTELA D. REED, 100%, and had been a named primary beneficiary since December 2006.

c. PRINCIPAL LIFE is informed and believes, and on that basis alleges that Defendant INOCENCIO S. AMBE, as the brother of decedent Cuesta, is claiming entitlement to the proceeds of the life insurance policy, number 4346789, as a named primary beneficiary before the alleged beneficiary change on April 2, 2007 to Defendant ESTELA D. REED, 100%, and had been named a primary beneficiary since 1993.

d. PRINCIPAL LIFE is informed and believes, and on that basis alleges that Defendant ESTELA D. REED, cousin to decedent Cuesta, is claiming entitlement to the proceeds of the life insurance policy, number 4346789, as the new primary



1 beneficiary which change occurred 6 days before decedent Cuesta died from  
2 cancer.

3 45. By reason of the foregoing, there now exists actual and potential, justiciable  
4 controversies among the parties. The Court is vested with the power to declare and adjudicate  
5 the rights and legal relationships of the parties to this action with reference to the issues raised by  
6 this Complaint.

7 46. PRINCIPAL LIFE therefore desires a judicial determination of the rights and  
8 obligations of each of the parties to this action with respect to life insurance policy number  
9 4346789 in conformity with the allegations set forth herein.

10 47. A judicial determination is necessary and appropriate at this time in order that  
11 each of the parties may ascertain their respective rights and duties as to one another and may  
12 conduct themselves accordingly now and in the future.

13 **PRAYER**

14 WHEREFORE, PRINCIPAL LIFE prays for judgment against all Defendants as follows:

15 1. That this Court decree that the Complaint is properly filed and that this is a proper  
16 cause for Interpleader;

17 2. That the Clerk of this Court be authorized and directed to accept the funds  
18 interplead by this action and to deposit the same into the Court's registry held in an interest  
19 bearing account;

20 3. That Defendants each be compelled to interplead or settle among themselves their  
21 respective rights or claims to the proceeds due and payable under life insurance policy number  
22 4346789 by reason of the insured's death;

23 4. That the Court enter an Order restraining Defendants, and each of them, from  
24 instituting or prosecuting any proceeding in any State or United States Court against  
25 PRINCIPAL LIFE with respect to the life insurance policy number 4346789 and the proceeds  
26 payable there under;

27 ///

28 ///



1           5.       That having deposited benefit proceeds from life insurance policy number  
2       4346789 with the Clerk of the Court, PRINCIPAL LIFE be discharged from all liability to  
3       Defendants, and each of them, in this action or under the life insurance policy number 4346789.

4           6.       That PRINCIPAL LIFE be awarded its cost of suit incurred herein, including its  
5       reasonable attorney's fees, to be paid out of the funds PRINCIPAL LIFE deposited with the  
6       Clerk of the Court; and

7           7.       For such other and further relief as the Court deems just and proper.

8  
9       Date: September 21, 2007       WILSON, ELSER, MOSKOWITZ, EDELMAN & DICKER LLP

10  
11       By: \_\_\_\_\_

Adrienne C. Publicover

Michael K. Brisbin

Attorneys for Plaintiff

**PRINCIPAL LIFE INSURANCE COMPANY**

## **EXHIBIT B**

ADRIENNE C. PUBLICOVER (SBN 161432)  
MICHAEL K. BRISBIN (SBN 169495)  
WILSON, ELSER, MOSKOWITZ,  
EDELMAN & DICKER LLP  
525 Market Street, 17<sup>th</sup> Floor  
San Francisco, CA 94105  
Telephone: (415) 433-0990  
Facsimile: (415) 434-1370

Attorneys for Plaintiff

**PRINCIPAL LIFE INSURANCE COMPANY**

**UNITED STATES DISTRICT COURT**

**NORTHERN DISTRICT OF CALIFORNIA – SAN FRANCISCO DIVISION**

PRINCIPAL LIFE INSURANCE  
COMPANY,

Plaintiff,

v.

VINA CUESTA STATUA, INOCENCIO S.  
AMBE, CORAZON AMBE CABALES,  
ESTELA D. REED, and DOES 1-10,

Defendants.

**Case No. C07-04915 (JCS)**

**PROOF OF SERVICE**

1 I am a citizen of the United States, I am over the age of eighteen years not a party to the  
2 within cause; I am employed in the City and County of San Francisco, California and my business  
address is 525 Market Street, 17th Floor San Francisco, California 94105.

3 On this date I served the following document(s):

- 4 1. NOTICE OF LAWSUIT AND REQUEST FOR WAIVER OF SERVICE OF
- 5 SUMMONS;
- 6 2. WAIVER OF SERVICE OF SUMMONS (2 COPIES & SELF ADDRESSED
- 7 STAMPED ENVELOPE);
- 8 3. PLAINTIFF PRINCIPAL LIFE INSURANCE COMPANY'S COMPLAINT
- 9 IN INTERPLEADER FOR DECLARATORY RELIEF;
- 10 4. SUMMONS;
- 11 5. PLAINTIFF PRINCIPAL LIFE INSURANCE COMPANY'S NOTICE OF
- 12 DEPOSIT OF INTERPLEADER FUNDS;
- 13 6. CLERK'S OFFICE RECEIPT OF INTERPLEADER CHECK FOR THE
- 14 AMOUNT OF \$57,433.54 AND RECEIPT FOR THE FILING FEE FOR THE
- 15 AMOUNT OF \$350.00;
- 16 7. PLAINTIFF PRINCIPAL LIFE INSURANCE COMPANY'S NOTICE OF
- 17 INTERESTED PARTIES;
- 18 8. NOTICE OF ASSIGNMENT OF CASE TO A UNITED STATES
- 19 MAGISTRATE JUDGE FOR TRIAL;
- 20 9. ORDER SETTING INITIAL CASE MANAGEMENT CONFERENCE AND
- 21 ADR DEADLINES;
- 22 10. STANDING ORDER;
- 23 11. NOTICE OF RULE DISCONTINUING SERVICE BY MAIL;
- 24 12. STANDING ORDER FOR ALL JUDGES OF THE NORTHERN DISTRICT
- 25 OF CALIFORNIA, CONTENTS OF JOINT CASE MANAGEMENT
- 26 STATEMENT;
- 27 13. CASE MANAGEMENT CONFERENCE ORDER;
- 28 14. U.S. DISTRICT COURT GUIDELINES;
15. ECF REGISTRATION INFORMATION HANDOUT.

on the party(ies) identified below, through their attorneys of record, by placing true copies thereof  
in sealed envelopes addressed as shown below by the following means of service:

1 **XX: By First Class Mail** -- I caused each such envelope, with first class postage thereon fully  
2 prepaid, to be deposited in a recognized place of deposit of the U.S. Mail in San Francisco,  
California, for collection to the office of the addressee following ordinary business practices.

3 **\_\_\_: By Personal Service** -- I caused each such envelope to be given to a courier messenger who  
4 personally delivered each such envelope to the office of the addressee.

5 **\_\_\_: By Overnight Courier** -- I caused each such envelope to be given to an overnight mail  
6 service at San Francisco, California, to be hand delivered to the office of the addressee on the next  
business day.

7 **\_\_\_: Facsimile** -- (Only where permitted. Must consult CCP §1012.5 and California Rules of  
8 Court 2001-2011. Also consult FRCP Rule 5(e). Not currently authorized in N.D.CA.)

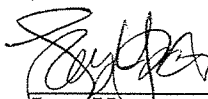
9 Mark Cardinal  
10 De Vries Law Firm  
P.O. Box 996  
11 San Juan Bautista, CA 95045-0961  
*Attorney for Defendants*  
12 **VINA CUESTA STATUA AND**  
**INOCENCIO S. AMBE**

Laura Spease  
Law Offices of Laura Spease  
7700 Edgewater Drive  
Oakland, CA 94621  
*Attorney for Defendant*  
**ESTELA D. REED**

13  
14 Corazon Ambe Cabales  
14323 Merced Street  
15 San Leandro, CA 94579  
**Defendant**

16  
17 I declare under penalty of perjury under the laws of the State of California that the foregoing  
18 is true and correct to the best of my knowledge.

19 EXECUTED October 4, 2007, at San Francisco, California.

20   
21 Joya Yeung

## **EXHIBIT C**

ADRIENNE C. PUBLICOVER (SBN 161432)  
MICHAEL K. BRISBIN (SBN 169495)  
WILSON, ELSE, MOSKOWITZ,  
EDELMAN & DICKER LLP  
525 Market Street, 17<sup>th</sup> Floor  
San Francisco, CA 94105  
Telephone: (415) 433-0990  
Facsimile: (415) 434-1370

Attorneys for Plaintiff  
**PRINCIPAL LIFE INSURANCE COMPANY**

**UNITED STATES DISTRICT COURT**  
**NORTHERN DISTRICT OF CALIFORNIA – OAKLAND DIVISION**

PRINCIPAL LIFE INSURANCE COMPANY,	)	Case No. C07-04915 (CW)
	)	
Plaintiff,	)	<b>PROOF OF SERVICE</b>
	)	
v.	)	
	)	
VINA CUESTA STATUA, INOCENCIO S.	)	
AMBE, CORAZON AMBE CABALES,	)	
ESTELA D. REED, and DOES 1-10,	)	
	)	
Defendants.	)	

I am a citizen of the United States, I am over the age of eighteen years and am not a party to the within cause. I am employed in the City and County of San Francisco, California and my business address is 525 Market Street, 17<sup>th</sup> Floor, San Francisco, California 94105.

On this date I served the following document(s).

**A copy of the Confirmation of Delivery from FedEx Express for Tracking Number 791459819040 regarding service of initial documents to *INOCENCIO S. AMBE* is attached hereto as Exhibit A**

on the party(ies) identified below, and/or through their attorneys of record, by placing true copies thereof in sealed envelopes addressed as shown below by the following means of service:

**XX: By First Class Mail** -- I caused each such envelope, with first class postage thereon fully prepaid, to be deposited in a recognized place of deposit of the U.S. Mail in San Francisco, California, for collection to the office of the addressee following ordinary business practices.

**\_\_\_: By Personal Service** -- I caused each such envelope to be given to a courier messenger who personally delivered each such envelope to the office of the addressee.

- 1 -  
PROOF OF SERVICE



1       : **By Overnight Courier** -- I caused each such envelope to be given to an overnight mail  
2 service at San Francisco, California, to be hand delivered to the office of the addressee on the next  
business day.

3 Corazon Ambe Cabales  
4 462 37<sup>th</sup> Street  
Oakland, CA 94609  
5 **Defendant**

Inocencio S. Ambe  
907 Paroba Street  
Santa Maria, Sta. Ana  
2022 Pampanga, Philippines  
6 **Defendant**

7 **XX:** Per order of the Court I caused service to be accomplished on all parties through **CM/ECF**  
8 **File and Serve** for the Northern District of California:

9 **Marc Joseph Cardinal** mjc@devrieslawgroup.com

10 **Montie S. Day** Oyad@aol.com

11 **Daniel J. De Vries** DJDV@DeVriesLawGroup.com, cbj@devrieslawgroup.com,  
12 jma@devrieslawgroup.com

13 I declare under penalty of perjury under the laws of the State of California that the foregoing  
14 is true and correct to the best of my knowledge.

15 EXECUTED January 31, 2008, at San Francisco, California.

16   
17 Joya Yeung

# **EXHIBIT A**

3393, 686 Bill

From: Origin ID: JCCA (415) 433-0990  
Joya Yeung  
Wilson, Elser, Moskowitz, et al  
525 Market Street, 17th Floor



Ship Date: 18DEC07  
ActWgt: 1 LB  
System#: 9558528/INET7091  
Account#: S \*\*\*\*\*

TotWgt: 1 LB

San Francisco, CA 94105  
UNITED STATES

SHIP TO: 4154330990 BILL SENDER  
Inocencio S. Ambe

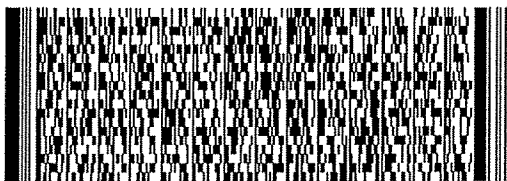
907 Paroba Street  
Santa Maria, Sta. Ana

Pampanga, 2022  
PH

REF: 03393.00686  
DESC-1: Legal Documents  
DESC-2:  
DESC-3:  
DESC-4:  
EEI: NO EEI 30.37(a)  
COUNTRY MFG: US  
CARRIAGE VALUE: .00 USD  
CUSTOMS VALUE: 1.00 USD  
T/C: S 259634989 D/T: R  
SIGN: Joya Yeung  
EIN/VAT:

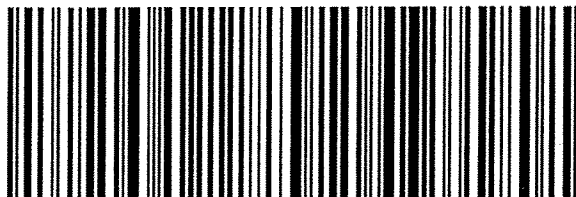
TRK# 7914 5981 9040  
0430

PM  
INTL ECON ENVELOPE



S4-CYUA

MNL  
-PH  
2022



These commodities, technology, or software were exported from the United States in accordance with the export administration regulations. Diversion contrary to United States law prohibited.

The Warsaw Convention may apply and will govern and in most cases limit the liability of Federal Express for loss or delay of or damage to your shipment. Subject to the conditions of the contract.

CONSIGNEE COPY - PLEASE PLACE IN POUCH

Shipping Label: Your shipment is complete This shipping label constitutes the air waybill for this shipment.

1. Use the "Print" feature from your browser to send this page to your laser or inkjet printer. Fold the printed page along the horizontal line.

2. Place 2 originals of the shipping label in the pouch and affix it to your shipment so that the barcode portion of the label can be read and scanned.

Warning: Use only the printed original label for shipping. Using a photocopy of this label for shipping purposes is fraudulent and could result in additional charges, along with the cancellation of your FedEx account number.

LEGAL TERMS AND CONDITIONS OF FEDEX SHIPPING DEFINITIONS. On this Air Waybill, "we", "our", "us", and "FedEx" refer to Federal Express Corporation, its subsidiaries and branches and their respective agents, and independent contractors. The terms "you" and "your" refer to the shipper, its employees, principals and agents. If your shipment originates outside the United States, your contract of carriage is with the FedEx subsidiary, branch or independent contractor who originally accepts the shipment from you. The term "package" means any container or envelope that is accepted by us for delivery, including any such items tendered to our automated systems, meters, manifests or waybills. The term "shipment" means all packages which are tendered to and accepted by us on a single Air Waybill. AIR CARRIAGE NOTICE. For any international shipment the Warsaw Convention, as amended, may be applicable. The Warsaw Convention, as amended, will then govern and in most cases limit FedEx's liability for loss, delay of, or damage to your shipment. The Warsaw Convention, as amended, limits FedEx's liability. For example in the U.S. liability is limited to \$9.07 per pound (20\$ per kilogram), unless a higher value for carriage is declared as described below and you pay any applicable applicable charges. The interpretation and operation of the Warsaw Convention's liability limits may vary in each country. There are no specific stopping places which are agreed to and FedEx reserves the right to route the shipper's shipment. ROAD TRANSPORT NOTICE. Shipments transported solely by road to or from a country which is a party to the Warsaw Convention or the Contract for the International Carriage of Goods ("CMR") are subject to the terms and conditions of the CMR, notwithstanding any other provision of this Air Waybill to the contrary. For those shipments transported solely by road, if a conflict arises between the provisions of the CMR and this Air Waybill, the terms of the CMR shall prevail. LIMITATION OF LIABILITY. If not governed by the Warsaw Convention, the CMR, or other international treaties, laws, or other government regulations, or other requirements, FedEx's maximum liability for damage, loss, delay, shortage, misdelivery, nondelivery, misinformation or failure to provide information in connection with your shipment is limited by this Agreement and the terms and conditions of the contract of carriage. Please refer to the contract of carriage set forth in the applicable FedEx Service Guide or its equivalent to determine the contractual limitation. FedEx does not provide or all-risk insurance, but you may pay an additional charge for each additional U.S. \$100 (or equivalent local currency for the country of origin) of declared value for carriage. If a higher value for carriage is declared and an additional charge is paid, FedEx's maximum liability will be the lesser of the declared value for carriage or your actual damages. LIABILITIES NOT ASSUMED. IN ANY EVENT, FEDEX WON'T BE LIABLE FOR ANY LOSS OF INCOME OR PROFITS; ACTUAL VALUE OF THE SHIPMENT, IF LOWER, WHETHER OR NOT FEDEX HAD ANY KNOWLEDGE THAT SUCH DAMAGES MIGHT BE INCURRED. FedEx won't be liable for your acts or omissions, including to incorrect declaration of cargo, improper or insufficient packaging, securing, marking or addressing of the shipment, or for the acts or omissions of the recipient or anyone else with an interest in the shipment or who is a party to the terms of this agreement. FedEx won't be liable for damage, loss, delay, shortage, misdelivery, nondelivery, misinformation or failure to provide information in connection with shipments of cash, currency or prohibited items or in instances beyond our control, such as acts of God, perils of the air, weather conditions, mechanical delays, acts of public enemies, war, strike, civil commotion, or acts or omissions of public authorities and health officials) with actual or apparent authority. NO WARRANTY. We make no warranties, express or implied. CLAIMS FOR LOSS, DAMAGE OR DELAY. ALL CLAIMS MUST BE MADE IN WRITING A STRICT TIME LIMITS. SEE OUR TARIFF, APPLICABLE FEDEX SERVICE GUIDE, OR STANDARD CONDITIONS OF CARRIAGE FOR DETAILS. The Warsaw Convention provides specific written claims procedures for delay or non-delivery of your shipment. Moreover, the interpretation and operation of the Warsaw Convention's claims provisions may vary in each country. Refer to the Convention to determine the claims period for your shipment. The right to damages against us shall be extinguished unless an action is brought within two years, as set forth in the Convention. FedEx is not obligated to act on any claim until all transportation charges have been paid in full. The amount may not be deducted from the transportation charges. If the recipient accepts the shipment without noting any damage on the delivery record, FedEx will assume the shipment was delivered in good condition. To consider a claim for damage, the contents, original shipping carton and packing must be made available to us for inspection. MANDATORY LAW. Insofar as any provision contained or referred to in this Air Waybill is contrary to any applicable international treaties, laws, government regulations, orders or requirements such provisions shall remain in effect as a part of our agreement to the extent that it is not overridden. The invalid unenforceability of any provisions shall not affect any other part of this Air Waybill. Unless otherwise indicated, FEDERAL EXPRESS CORPORATION, 2005 Corporate Avenue, Memphis, TN 38132, USA, is the first carrier of your shipment. Email address located at www.fedex.com.



FedEx Express  
Customer Support Trace  
3875 Airways Boulevard  
Module H, 4th Floor  
Memphis, TN 38116

U.S. Mail: PO Box 727  
Memphis, TN 38194-4643  
Telephone: 901-369-3600

January 31, 2008

Dear Customer:

The following is the proof-of-delivery for tracking number **791459819040**.

---

**Delivery Information:**

<b>Status:</b>	Delivered	<b>Delivery location:</b>	PAMPANGA
<b>Signed for by:</b>	L.LULU	<b>Delivery date:</b>	Dec 22, 2007 15:46
<b>Service type:</b>	Intl Economy Envelope		

Signature images are not available for display for shipments to this country.

---

**Shipping Information:**

<b>Tracking number:</b>	791459819040	<b>Ship date:</b>	Dec 18, 2007
		<b>Weight:</b>	0.9 lbs.

**Recipient:**  
PAMPANGA PH

**Shipper:**  
SAN FRANCISCO, CA US

**Reference** 03393.00686

Thank you for choosing FedEx Express.

FedEx Worldwide Customer Service  
1.800.GoFedEx 1.800.463.3339

## **EXHIBIT D**



Mailing Address:  
711 High Street  
P.O. Box 10431  
Des Moines, IA 50306-0431

Principal Life  
Insurance Company

Beneficiary's  
Statement

**INSTRUCTIONS FOR FILING A CLAIM FOR LIFE INSURANCE PROCEEDS**  
(Please read through these instructions before completing the form.)

If you have any questions or need help completing the form, we are glad to assist. Our Toll-Free number is 1-800-331-2213, 7:00 a.m. to 5:00 p.m. C.S.T.

**Claim Requirements:**

- X Each beneficiary must complete a separate Beneficiary's Statement (page 3 of this document)
- X Each beneficiary must complete a Settlement Election Statement (page 4 of this document)
- X Each beneficiary must complete Substitute Form W-9 for Certification of Taxpayer Identification Number (page 4 of this document). Foreign entities or non-resident aliens should use a Form W-8 for this purpose. A W-8 Form will be provided upon request.
- X **One certified death certificate should be returned with the forms listed above, which cannot be returned.**

**Beneficiary Designations** (Note – Please provide information relating only to those boxes checked below, along with the other Claim Requirements listed above.)

<input type="checkbox"/> <b>Estate</b> – Court issued Letters of Appointment for the Administrator/Executor.
<input type="checkbox"/> <b>Trust</b> – Complete and return the enclosed Trust Certification and Release or attach a copy of the entire trust plus any amendments.
<input type="checkbox"/> <b>Minor</b> – Court appointment papers naming the guardian or custodian.
<input type="checkbox"/> <b>Corporation</b> – Current Articles of Incorporation and Bylaws and Board Resolution authorizing the officer to act and a Certificate of Existence issued by the state.
<input type="checkbox"/> <b>Surviving Children</b> – Enclosed form completed by other than a surviving child.

**Insured (Deceased) Information**

Deceased's Name (Please list all names Insured may have been known by, such as maiden name, nicknames, or aliases)

Natividad Ambe Westa

Date of Birth June 11, 1946	Date of Death April 8, 2007	Cause of Death Cancer
--------------------------------	--------------------------------	--------------------------

**Beneficiary Information**

Name of Beneficiary ENCENCIO S-AMBE	Date of Birth (if applicable) 12-28-48	Phone 1-10915268635
Street Address 907 PAROBA ST.	City PAMPANGA	State PAMPANGA
Mailing address if different than above 907 PAROBA ST. SANTA MARIA, STA. ANA, 2022 PAMPANGA		
Policy Numbers for which you are making a claim 4346739		

I acknowledge that I am a beneficiary to the above policy and that the information above is true and complete to the best of my knowledge. (Signature does not need to be notarized.)

Signature of Beneficiary 	Relationship (ie Trustee, Executor, Guardian) BROTHER	Date MAY 12, 2007
------------------------------	--	----------------------

Please complete next page.

**Settlement Election  
Statement**

**Please Check Your Preferred Form of Settlement**

- ☒ 1. Lump sum check sent to me
- ☐ 2. Lump sum check sent to my Principal Financial Group Sales Representative (Name) \_\_\_\_\_
- ☐ 3. **Principal Bank Checking Account** Free personalized checks will be provided. (This account is FDIC insured, but is not creditor protected.) Note: For further information about the Principal Bank Checking Account, call 1-800-672-3343.

Signature, new account owner \_\_\_\_\_

If you wish a contingent payee for this checking account (one who will receive the proceeds upon your death) please complete the following:

Beneficiary \_\_\_\_\_

Relationship to you \_\_\_\_\_

Beneficiary's complete address \_\_\_\_\_

- ☐ 4. **Other Settlement Options** (These options are creditor protected.)
- ☐ Life Income\* ☐ 10 Year Fixed Income\* ☐ Interest Option
- \*Requires a Current Yield Option Application Form
5. **Principal Financial Group has a broad array of products and services to meet your financial needs. For further information contact your Principal Financial Group Sales Representative or call us at 1-800-331-2213.**

**Substitute W-9**

Federal Law requires that you provide this information.

Beneficiary SS# or Tax ID: [REDACTED]-4952

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number and
2. I am not subject to backup withholding because:
  - (a) I am exempt from backup withholding, or
  - (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or
  - (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

**Certification Instructions:** You must cross out item 2 if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. If you need further instructions, please contact the IRS.


By signing this form I certify that the number shown on this form is my correct taxpayer identification number, I have indicated whether or not I am subject to backup withholding and that I am a U.S. person (including a U.S. resident alien).

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

Claimant's Signature (Signature does not need to be notarized)

Date





If claimant is someone other than the beneficiary, please state the relationship to the beneficiary. (i.e. Guardian, Executor, Trustee) \_\_\_\_\_